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shall not procure or maintain for its own protection any insurance covering loss or destruction of, or damage to, Government property.

(End of clause)

3452.232-70 Limitation of cost or funds.

The following clause shall be inserted in all contracts that include a Limitation of cost or Limitation of funds clause in accordance with 3432.705-2:

LIMITATION OF COST OR FUNDS (MAR 2011)

(a) Under the circumstances in FAR 32.704(a)(1), the contractor shall submit the following information in writing to the contracting officer:

- (1) Name and address of the contractor.
- (2) Contract number and expiration date.
- (3) Contract items and amounts that will exceed the estimated cost of the contract or the limit of the funds allotted.
- (4) The elements of cost that changed from the original estimate (for example: labor, material, travel, overhead), furnished in the following order:
 - (i) Original estimate.
 - (ii) Costs incurred to date.
 - (iii) Estimated cost to completion.
 - (iv) Revised estimate.
 - (v) Amount of adjustment.
- (5) The factors responsible for the increase.
- (6) The latest date by which funds must be available to the contractor to avoid delays in performance, work stoppage, or other impairments.
- (b) A fixed fee provided in a contract may not be changed if a cost overrun is funded. Changes in a fixed fee may be made only to reflect changes in the scope of work that justify an increase or decrease in the fee.

(End of clause)

3452.232-71 Incremental funding.

As prescribed in 3432.705-2, insert the following provision in solicitations if a cost-reimbursement contract using incremental funding is contemplated:

INCREMENTAL FUNDING (MAR 2011)

Sufficient funds are not presently available to cover the total cost of the complete project described in this solicitation. However, it is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause titled "Limitation of Funds" in FAR 52.232-22. Under that clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover an estimated base performance period. Additional funds are intended to be allotted

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to the contract by contract modification, up to and including the full estimated cost of the entire period of performance. This intent notwithstanding, the Government will not be obligated to reimburse the contractor for costs incurred in excess of the periodic allotments, nor will the contractor be obligated to perform in excess of the amount allotted.

(End of provision)

3452.237-70 Services of consultants.

As prescribed in 3437.270, insert the following clause in all solicitations and resultant cost-reimbursement contracts that do not provide services to FSA:

SERVICES OF CONSULTANTS (MAR 2011)

Except as otherwise expressly provided elsewhere in this contract, and notwithstanding the provisions of the clause of the contract entitled "Subcontracts" (FAR 52.244-2), the prior written approval of the contracting officer shall be required—

(a) If any employee of the contractor is to be paid as a "consultant" under this contract; and

(b)(1) For the utilization of the services of any consultant under this contract exceeding the daily rate set forth elsewhere in this contract or, if no amount is set forth, \$800, exclusive of travel costs, or if the services of any consultant under this contract will exceed 10 days in any calendar year.

(2) If that contracting officer's approval is required, the contractor shall obtain and furnish to the contracting officer information concerning the need for the consultant services and the reasonableness of the fee to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by the consultant to others for performing consultant services of a similar nature.

(End of clause)

3452.237-71 Observance of administrative closures.

As prescribed in 3437.170, insert the following clause in all solicitations and service contracts:

OBSERVANCE OF ADMINISTRATIVE CLOSURES (MAR 2011)

(a) The contract schedule identifies all Federal holidays that are observed under this contract. Contractor performance is required under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government

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personnel receive early dismissal instructions.

(b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor's site, if appropriate.

(End of clause)

3452.239-70 Internet protocol version 6 (IPv6).

As prescribed in 3439.701, insert the following clause in all solicitations and resulting contracts for hardware and software:

INTERNET PROTOCOL VERSION 6 (MAR 2011)

(a) Any system hardware, software, firmware, or networked component (voice, video, or data) developed, procured, or acquired in support or performance of this contract shall be capable of transmitting, receiving, processing, forwarding, and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet protocol (IP) version 6 (IPv6) as set forth in Internet Engineering Task Force (IETF) Request for Comments (RFC) 2460 and associated IPv6-related IETF RFC standards. In addition, this system shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products.

(b) Specifically, any new IP product or system developed, acquired, or produced must—

(1) Interoperate with both IPv6 and IPv4 systems and products; and

(2) Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

(c) Any exceptions to the use of IPv6 require the agency's CIO to give advance, written approval.

(End of clause)

3452.239-71 Notice to offerors of Department security requirements.

As prescribed in 3439.702, include the following provision in solicitations when the offeror's employees would have access to Department-controlled facilities or space, or when the work (wherever located) would involve the design, operation, repair, or maintenance of information systems and access to sensitive but unclassified information:

NOTICE TO OFFERORS OF DEPARTMENT SECURITY REQUIREMENTS (MAR 2011)

(a) The offeror and any of its future subcontractors will have to comply with Department security policy requirements as set forth in the "Bidder's Security Package: Security Requirements for Contractors Doing Business with the Department of Education" at: <http://www.ed.gov/fund/contract/about/bsp.html>.

(b) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings," available at: <http://www.ed.gov/fund/contract/about/acs/acsom5101.doc>.

(c) The offeror shall indicate the following employee positions it anticipates to employ in performance of this contract and their proposed risk levels based on the guidance provided in Appendix I of Departmental Directive OM:5-101:

High Risk (HR): [Specify HR positions.].

Moderate Risk (MR): [Specify MR positions.].

Low Risk (LR): [Specify LR positions.].

(d) In the event the Department disagrees with a proposed risk level assignment, the issue shall be subject to negotiation. However, if no agreement is reached, the Department's risk level assignment shall be used. The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

(End of provision)

3452.239-72 Department security requirements.

As prescribed in 3439.702, include the following clause in contracts when the contractor's employees will have access to Department-controlled facilities or space, or when the work (wherever located) would involve the design, operation, repair, or maintenance of information systems and access to sensitive but unclassified information:

DEPARTMENT SECURITY REQUIREMENTS (MAR 2011)

(a) The contractor and its subcontractors shall comply with Department security policy requirements as set forth in the "Bidder's Security Package: Security Requirements for Contractors Doing Business with the Department of Education" at <http://www.ed.gov/fund/contract/about/bsp.html>.